

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSAL**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 06-075**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

**EMPLOYEE MEDICAL EXAM  
MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS**

Sealed proposals will be received by the Lincoln-Lancaster County Health Department on or before **12:00 noon, March 08, 2006** in the office of the City/County Purchasing Agent, Suite 200, "K" Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the names of the individual/firm submitting proposals in the Council Chambers located on the First Floor. Fee envelopes will not be publicly opened.

Submitters should take caution if the U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for the proposals to arrive in the Purchasing Division, prior to the time and date specified above.

## **INSTRUCTIONS TO PROPOSERS**

### **1. INVITATION**

- 1.1 The City of Lincoln invites competitive sealed proposals for selection of a qualified Medical Practitioner for a City of Lincoln Employee Medical Exam Program as detailed in the accompanying Request for Proposal.
- 1.2 Proposals will be received until 12:00 noon local time on March 08, 2006.
- 1.3 Any proposal received after the time and date specified will not be considered.

### **2. SUBMITTAL OF PROPOSALS**

- 2.1 Seven copies of proposals shall be delivered or mailed, with any required data, in a sealed envelope, which shall be properly identified with the RFP reference and the name and address of the proposer. Submit proposals to:

Tom Kopplin  
Assistant Purchasing Agent  
City of Lincoln  
440 S. 8th St., Suite 200  
Lincoln, NE 68508

### **3. FORM OF PROPOSALS**

- 3.1 Proposals should be prepared in the format set forth in the accompanying document, including:
  - 3.1.1 A full description of the proposer's program,
  - 3.1.2 Plan of work,
  - 3.1.3 Qualifications; and
  - 3.1.4 Resumes of key personnel.
  - 3.1.5 Location of facilities to perform the exams

### **4. FEES**

- 4.1 The proposer's response must clearly present the proposer's compensation of fee structure for specified core services, along with rates for optional services as available.

### **5. PROPOSAL LONGEVITY**

- 5.1 A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing time for acceptance.

### **6. EVALUATION OF PROPOSALS**

- 6.1 Proposals will be judged upon the proposer's ability to provide services which meet the requirements set forth in the accompanying documents.
- 6.2 The City of Lincoln reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements.
- 6.3 Proposers shall furnish such information and data for this purpose as the City may request.
- 6.4 Interviews and/or presentations by one, several or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities.

**7. CITY PREROGATIVES**

- 7.1 The City of Lincoln reserves the right to award the responsible practitioner whose proposal is judged to offer the most advantages to the City with the City being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities in accordance with the City's determination of its own best interests.

**8. CONTRACT TERMS**

- 8.1 At the time of the award by the City, the apparent successful proposers must have agreed to a contract representing the understandings between the parties as to terms and conditions which will govern the relationship and establish the obligations of each party for performance of the agreement.
- 8.2 The proposer shall be aware that the contents of the successful proposal will become a part of the subsequent contractual documents.

**9. PROPOSER'S CONDITIONS**

- 9.1 Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the Proposal.
- 9.2 The City is not obliged to consider the proposer's post-submittal terms and conditions.

**10. VENUE**

- 10.1 The agreement resulting herefrom must contain language stating that the contract is performable in Lancaster County, and shall be construed in accordance with the laws of the State of Nebraska; if any legal action is brought in connection with enforcement of the contract, exclusive venue shall lie in Lincoln, Nebraska.

**11. INQUIRY**

- 11.1 Any inquires or requests for explanation in regard to the requirements should be made promptly.
- 11.2 No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents.
- 11.3 Prospective proposers desiring further information or interpretations must make requests in writing, e-mailing or by FAX inquiry no later than Wednesday, March 1, 2006 in order for a response to be issued in the form of an addendum well in advance of the date for submittal proposals.
- 11.4 Requests for information should be addressed to:  
Tom Kopplin  
Assistant Purchasing Agent  
City of Lincoln  
440 S. 8th St., Suite 200  
Lincoln, NE 68508  
Tkopplin@ci.lincoln.ne.us
- 11.5 Proposers are cautioned to refrain from contacting or soliciting any City official regarding this RFP.
- 11.6 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 11.7 Requests for additional information shall not be solicited by any means other than prescribed herein.

## **REQUEST FOR PROPOSAL**

### **EMPLOYEE MEDICAL EXAM**

#### **1. PURPOSE**

- 1.1 The City of Lincoln, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal from qualified medical practitioners to provide annual Employee Medical Exams.
- 1.2 The proposal should detail the medical expert's occupational health exam experience.
- 1.3 A qualified medical practitioner is defined for purposes of this RFP to be one that practices in a medical profession, to include physicians, therapists, chiropractors or other medical professionals.

#### **2. SCOPE OF THE WORK**

- 2.1 While the exact range and extent of services is subject to negotiation, it is anticipated that the selected medical practitioner shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:
  - 2.1.1 Develop a complete understanding of the City's areas of exposure and consult with City representatives about goals and objectives of the annual Employee Medical Exam.
  - 2.1.2 Prepare a kick-off program to introduce and carry out the campaign objectives.
  - 2.1.3 Provide physical exams for on duty personnel.
    - 2.1.3.1 It is estimated that exams will be required for 250 - 350 employees annually.
    - 2.1.3.2 Develop an Annual Exam calendar with this program targeted to begin as soon as possible.
    - 2.1.3.3 Outline a program for a 12 month period with additional long range planning for an on-going campaign.
    - 2.1.3.4 Medical Exam Elements:
      - 1. In-depth Medical History
      - 2. Blood Pressure/Pulse (Resting)
      - 3. Blood Pressure/Pulse (Activity, i.e. Treadmill)
      - 4. Height/Weight
      - 5. Vision/Color
      - 6. Audiometric
      - 7. Urinalysis
      - 8. EKG
      - 9. Respiratory Clearance (PFT)
    - 2.1.3.5 CHEM PROFILE
      - Glucose
      - Uric Acid
      - Bun
      - Creatinine
      - BUN/Creatinine Ratio
      - Sodium
      - Potassium
      - Chloride
      - Osmolality (calculation)
      - Calcium
      - Phosphorus
      - Protein, total
      - Albumin

Globulin  
A/G ratio  
Bilirubin, total  
LDH  
SGOT (AST)  
SGPT (ALT)  
GGT  
Iron, total

LIPID PROFILECholesterol, total  
Triglycerides  
HDL cholesterol (calculated)  
VLDL cholesterol (calculated)  
LDL/HDL ratio  
Total cholesterol/HDL ratio  
estimated CHD risk

THYROID PROFILET<sub>4</sub> (Thyroxine)  
T<sub>3</sub> uptake  
Free Thyroxine

HEMATOLOGY PROFILECBC  
Platelet Count  
Differential

2.1.3.6 Immunizations (if requested)

1. Hepatitis B
2. Tetanus
3. Influenza

2.1.3.7 Reporting & Records

1. Provide Employee with a summary report
2. Provide Employees Designated Physician with a report, if desired
3. Immediately Advise the employee's City Department Head and the Personnel Director of anyone unfit to perform their assignment due to medical condition. This shall include a review of the employees job description to determine their fitness for duty to complete all responsibilities of the job including law enforcement, fire or transportation duties, etc. under applicable state and federal regulatory guidelines.
4. Keep CONFIDENTIAL Records for all Employees. This shall include the appropriate OSHA mandated storage of medical records. Please attach a copy of your medical records retention policy to your proposal.
5. Acquire all existing medical records from LLH Department and maintain until the contract for service ends or is transferred to a new vendor.

2.2 All reports, examination results and correspondence must be accomplished in a timely manner.

2.2.1 Accuracy of all this information is of highest priority so as to eliminate any costly hiring errors for the City.

2.2.2 There are many different types of examinations required and it is up to the provider to keep them separate and marked accordingly.

### 3. TERM OF CONTRACT

- 3.1 The initial term of the qualified medical practitioner contract shall be for a period of one (1) year, renewable by mutual consent on an annual basis thereafter for no more than two (2) additional years.
- 3.2 The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.
- 3.3 In the event of termination, compensation owed the medical practitioner by the City shall be limited to verifiable services rendered.
- 3.4 All medical records shall be transferred to the new provider if either party ends the contract.

#### **4. GENERAL CONDITIONS**

- 4.1 Legal Compliance
  - 4.1.1 Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
- 4.2 Proposer's Insurance
  - 4.2.1 The medical practitioner must provide and maintain in force at all times, should they be the successful proposal, insurance for Medical Professional Liability in the amount of a \$1,000,000 single limit policy, naming the City of Lincoln as an additional insured. Other necessary insurance coverages include Workers' Compensation, Commercial General Liability, Automobile Liability, and Excess Insurance.
  - 4.2.2 Such policies shall be issued by companies authorized to do business in the State of Nebraska.
  - 4.2.3 Evidence of such coverage is to be submitted as part of the proposal.
- 4.3 Non-Discrimination
  - 4.3.1 The medical practitioner shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps, and shall furnish evidence of compliance with this provision when so requested by the City.
- 4.4 Indemnification
  - 4.4.1 The medical practitioner, in performing its obligations under this contract, is acting independently and the City assumes no responsibilities or liability for the medical practitioner's acts or omissions to third parties, and the medical practitioners shall agree to indemnify and hold harmless the City, its officials, officers, and employees against any and all claims, lawsuits, judgements, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the medical practitioner's breach of the terms or provisions of the contract, or by any negligent act or omission of the medical practitioner's performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting in the sole negligence of the City, its officials, officers or employees.
  - 4.4.2 In the event of joint and concurrent negligence of both the practitioner and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Nebraska; without, however, waiving any governmental immunity available to the City under Nebraska law and without waiving any defense of the parties under Nebraska law.
  - 4.4.3 This above paragraph is solely for the benefit of the medical practitioner and the City and is not intended to create or grant any right, contractual or otherwise, to any other person or entity.

## 5. **PROPOSALS SHOULD INCLUDE THE FOLLOWING:**

### 5.1 Executive Summary

- 5.1.1 Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of the medical practitioner.

This summary shall include the following:

- Location of the medical examination facility
- Number of examination rooms and special medical equipment available
- Medical examination team that will examine employees and the Curriculum Vitae of all staff
- Your policy regarding the release of information and your records retention policy
- Available office hours for examinations
- Methods of records transmission, retention and accessibility
- Overall philosophy or approach used by your firm
- Examination implementation plan or schedule
- Detailed cost for examination services and costs for additional ancillary services
- Will there be additional PPO or other discounts provided
- Recent experience with other examination services
- Names and contact information of 3 businesses presently utilizing your services
- Please attach a copy of examination report forms
- Additional pertinent information

### 5.2 Structure of the Proposal

#### 5.2.1 Part I - Concept and Solution

- 5.2.1.1 The proposer's understanding of the tasks presented in Paragraph 2 . shall be defined in detail and proposed solutions outlined.

#### 5.2.2 Part II - Program

- 5.2.2.1 The proposer's technical plan to accomplish the work shall be presented.

- 5.2.2.1.1 Examples may include time-related displays, graphs and charts showing tasks, sub-tasks, milestones, and decision points, including the points at which deliverable reports will be provided.

#### 5.2.3 Part III - Experience

- 5.2.3.1 Relevant training and evaluation experience in regards to back safety shall be presented in detail, with all experience cited to be recent in time and to have been performed, to a considerable degree, by the proposer.
- 5.2.3.2 Emphasis shall be given to identifying comparable services for public sector organizations.
- 5.2.3.3 For each client reference, the scope of service, time performed, and name, title, address and phone number of the principle contact person should be shown.
- 5.2.3.4 Some City departments may elect to not use all aspects of the physical exam. The proposal should be divided by type of service to allow flexibility by department.

5.2.4 Part IV - Cost Proposal

5.2.4.1 The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning.

5.2.4.2 The proposer's plan of compensation shall be described in detail.

5.2.4.3 The proposal shall include a clear statement of the services for which compensation would be provided.

5.2.4.4 If there are expenses which are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

5.2.4.5 Proposer should be familiar with NFPA 1582 Medical Requirements for Firefighters, Police and Transit Employees and with 49CFR391.41 Physical Qualifications For Drivers.

5.2.5 Part V - Proof of Insurance

5.2.5.1 The medical practitioner must provide and maintain in force at all times, should they be the successful proposal, insurance for Medical Professional Liability in the amount of a \$1,000,000 single limit policy, naming the City of Lincoln as an additional insured. Other necessary insurance coverages include Workers' Compensation, Commercial General Liability, Automobile Liability, and Excess Insurance.

**6. COMPETITIVE SELECTION**

6.1 Evaluation factors outlined in Paragraph 7. shall be applied to all eligible, responsive medical practitioners in comparing proposals and making the final selection.

6.2 While the City reserves the right to interview any or all proposers, award of a contract may be made without discussion with proposers after proposals are received.

6.3 Proposals should, therefore, be submitted on the most favorable terms available.

**7. PROPOSAL EVALUATION FACTORS**

7.1 Concept proposal and possible creative solution, including responsiveness to terms and conditions and the completeness and thoroughness of documentation.

7.2 Demonstration of successful prior performance of comparable services in the public or private sector.

7.3 Adequacy and technical depth of personnel assigned to the program.

7.4 Evidence of good organization and management practices.

7.5 Depth and breadth of services available.

7.6 Expertise and tenure of medical practitioner.

**8. PROPOSED TIME SCHEDULE**

8.1	Send out proposals	February 10, 2006
8.2	Receive proposals	March 08, 2006
8.3	Selection Committee Review	March 16, 2006
8.4	Oral Interviews if requested	March 20, 2006
8.5	Award of Contract	As soon as possible



**INSTRUCTIONS TO PROPOSERS  
CITY OF LINCOLN, NEBRASKA  
PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

**8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

#### **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **11. AWARD**

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.